EXHIBIT A



Corporate Creations Network Inc. 801 US Highway 1 North Palm Beach, FL 33408

> Massachusetts Mutual Life Insurance Company Jennifer Antaya Senior Paralegal MassMutual - Massachusetts Mutual Life Insurance Company

1295 State Street Springfield MA 01111 June 07, 2024

Item: 2024-217

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). ALL information should be verified by you.

Note: Any questions regarding the substance of the matter described below, including the status or how to respond, should be directed to the contact set forth in line 12 below or to the court or government agency where the matter is being heard. IMPORTANT: All changes or updates to the SOP contact individuals or their contact information must be submitted in writing to SOPcontact@corpcreations.com. Any changes will become effective upon written confirmation of Corporate Creations.

1.	Entity Served:	Massachusetts Mutual Life Insurance Company						
2.	Title of Action:	rry D. Altman vs. Massachusetts Mutual Life Insurance Company						
3.	Document(s) Served:	ummons erified Complaint For Damages and Declaratory and Injunctive Relief chibits etter						
4.	Court/Agency:	State of Michigan 31st Judicial Circuit Court						
5.	State Served:	Michigan						
6.	Case Number:	24-001151-NZ						
7.	Case Type:	Breach of Contract						
8.	Method of Service:	Certified Mail						
9.	Date Received:	Thursday 06/06/2024						
10.	Date to Client:	Friday 06/07/2024						
11.	# Days When Answer Due: Answer Due Date:	15 Friday 06/21/2024 CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of the service in their records matches the Date Received.						
12.	Sop Sender: (Name, City, State, and Phone Number)	Mary A. Owens Grand Rapids, MI 616-742-0431						
13.	Shipped To Client By:	Email Only with PDF Link						
14.	Tracking Number:							
15.	Handled By:	231						
16.	Notes:	None.						

NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.

Case 2:24-cv-11700-RJW-DRG ECF No. 1-1, PageID.9 Filed 07/01/24 Page 3 of 34 Original - Court 2nd copy - Plaintiff Approved, SCAO 1st copy - Defendant 3rd copy - Return STATE OF MICHIGAN JUDICIAL DISTRICT SUMMONS 31st JUDICIAL CIRCUIT 24-001151-NZ COUNTY Lane Court address Court telephone no. 201 McMorran Blvd, Port Huron, Michigan 48060 810-985-2031 Plaintiff's name, address, and telephone no. Defendant's name, address, and telephone no. Terry D. Altman Massachusetts Mutual Life Insurance Company 10245 Dixie Hwy, Apt 7 Attn: Law Department Fairhaven, Michigan 48023 1295 State Street Springfield, MA 01111 Plaintiff's attorney, bar no., address, and telephone no. Also c/o Resident Agent Mary A. Owens P-33896 Corporate Creations 124 E. Fulton, Ste. 100 28175 Haggerty Road Grand Rapids, Michigan 49503 Novi, MI 48377 Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complain and. if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk. **Domestic Relations Case** There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases. ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. Civil Case ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035. MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4). There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint. A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in this court, ____ ____ Court, where it was given case number _ _____ and assigned to Judge __ The action \square remains \square is no longer pending. SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.

Summons section completed by court clerk.

- 2. YOU HAVE 21 DAYS after receiving this summons and a copy of the complaint to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside of Michigan).
- 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- 4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue datey 3 1 2024	Expiration date*	Court clerk
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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF SAINT CLAIR

TERRY D. ALTMAN,

Plaintiff,

Case # 24-

-CZ

v.

Hon.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,

Defendant.

Mary A. Owens, P-33896 Attorney for Plaintiff 124 E. Fulton, Ste. 100 Grand Rapids, Michigan 49503 (616) 742-0431

VERIFIED COMPLAINT FOR DAMAGES AND DECLARATORY AND INJUNCTIVE RELIEF

Now comes Terry D. Altman, Plaintiff, by his attorney, Mary A. Owens, and for Complaint against Defendant, Massachusetts Mutual Life Insurance Company, states as follows:

- 1. Plaintiff resides in St. Clair County, Michigan.
- 2. Defendant is a Massachusetts corporation doing business in St. Clair County, Michigan.
- 3. This Complaint arises out of a breach of an insurance contract between Plaintiff and Defendant. In addition, Plaintiff is seeking declaratory and injunctive relief.

3. The amount in controversy exceeds \$25,000.

FACTUAL ALLEGATIONS

- 4. On May 18, 1988, Plaintiff applied for a disability income insurance policy from Connecticut Mutual Insurance Company, the predecessor to Defendant, Mass Mutual. A copy of Plaintiff's Application No. 088099 is attached as Exhibit 1.
- 5. In applying, Plaintiff worked with Defendant's agent, Sharon Viano. During the sales process, Ms. Viano asked Plaintiff whether he wanted the term to be until age 65 or for life. Specifically, Ms. Viano initially told Plaintiff that the premium would be a certain number, and asked him "upselling him" whether he wanted to extend the duration of the policy to a lifetime term. Plaintiff replied that he wanted a lifetime policy. Ms. Viano left Plaintiff's office where Plaintiff and she were talking about the policy, went to her own office down the hall, and when Ms. Viano returned, she gave Plaintiff a higher premium price for the lifetime benefit, which Plaintiff paid.
- On June 10, 1988, Defendant accepted the Application and issued policy No.
 4771170, providing for a \$5400 monthly benefit until age 65 in the case of disability. A duplicate copy of Policy No. 4771170 is attached as Exhibit 2.
- 7. On August 9, 1988, Ms. Viano asked Plaintiff to sign a supplemental application for Lifetime Accident and Sickness for "lifetime" disability benefits. A copy of the supplemental application is attached as Exhibit 3. This Supplemental application

- was also made through Defendant's agent, Sharon Viano. Ms. Viano said that this supplemental application was for the lifetime policy, but Plaintiff believed he already had a lifetime policy, which he had paid for, by having already paid the higher premium.
- 8. In approximately late 1990-1991, Plaintiff became disabled and payments under the policy commenced soon after inception of his disability at the rate of \$5400 per month.
- 9. On or about August 13, 2019, approximately one year after Plaintiff's 65th birthday, Defendant terminated his disability benefits, stating that the policy had expired on his 65th birthday.
- 10. Plaintiff began to inquire of Defendant why it had terminated his policy when he had been assured that his policy was issued for lifetime benefits. In the process of this inquiry, Plaintiff wrote numerous letters to Defendant and ultimately to the Michigan Department of Insurance and Financial Services (MDIFS) disputing Defendant's termination of his benefits.
- 11. In response to the inquiry by the Department of Insurance and Financial Services,

 Defendant stated that "the Rider [lifetime benefit rider] is not in force or binding
 until the application has been approved." See Exhibit 4, Letter of Kenneth Taffe
 to Tacarra Shelton, MDIFS.
- 12. Plaintiff also asked Ms. Viano about the policy, since he believed he always had a

Viano recalled (mistakenly) that the policy had a benefit of \$7500 per month.

Plaintiff corrected her by informing her that the policy was for a \$5400 monthly benefit. She then told Plaintiff that the policy was supposed to be for a lifetime benefit and said that she would call Defendant about it. Ms. Viano phoned Plaintiff back and informed him that the policy was only until age 65 because Plaintiff had not filled out a form that she said was required.

- 13. However, when Plaintiff asked Defendant's employee, Kenneth Taffe, which form was not filled out, Mr. Taffe told Plaintiff that it was a new financial statement form that Ms. Viano was supposed to fill out within the financial section of the application.
- 14. Then, to corroborate the facts recited in Paragraph 12, and in response to Plaintiff's inquiries, Defendant sent the internal note to MDIFS, attached as Exhibit 5. In this note, Lydia Rockholt, Cathy Misener, apparently employees of Defendant, and Ms. Viano discussed that Plaintiff's policy could be for the original. Plaintiff obtained this internal document from the MDIFS. At all times, Plaintiff believed he had a lifetime benefit because he had paid the higher premium quoted by Ms. Viano, and she confirmed it numerous times during her many attempts to increase the coverage to a \$7500 monthly benefit during that period of time.

- 15. Plaintiff does not know why these three individuals named above would have been discussing his policy at all, since Defendant had already issued the policy for \$5400, which Plaintiff had agreed to and had in fact paid for. On information and belief, based on conversations with Defendant's employees, according to Defendant's practice, Plaintiff did not need to fill out a new financial form simply to extend the duration of the policy, only in case the monthly benefit was increased -- which it was not. And, at no time did Defendant send Plaintiff any sort of new "financial form" to be filled out.
- 16. Furthermore, at no time did Defendant provide Plaintiff with written notification that his lifetime benefit was not in force until approximately his 65th birthday.
- 17. On information and belief, and after telephone conversations with Defendant's employees, a new financial form would not have been, according to them, necessary simply to extend the duration of the benefit. Rather, a new form (financial statement) would only be required if the monthly benefit amount were to be increased, such as from \$5400 a month to \$7500 a month, which, on further information and belief, reflected Ms. Viano's repeated attempts to "upsell" Plaintiff for an increased benefit for \$7500 per month during that time.
- 18. It is documented within that internal memo (referenced above in paragraph 14)
 that Ms. Rockholt, Ms. Misener and Ms. Viano were discussing whether to only do
 the "original," while Plaintiff believed he had a policy for lifetime benefits at

- \$5400 per month, and Plaintiff has now learned that there was no reason to discuss the benefit duration because an updated financial form was not necessary as long as the benefit amount remained the same at \$5400 per month.
- 19. Also, represented by the aforementioned memo, all of the above-mentioned conversations occurred without Plaintiff's prior knowledge. Defendant later informed Plaintiff that it had agreed to issue a supplemental rider for \$5400 per month, subsequent to the noted memo discussions, without a new financial form in a letter dated July 25, 2023. See Exhibit 6, letter from Amy Riley. Here, Defendant confirmed, by its own actions, that a new financial form was not required for a \$5400 monthly benefit.

COUNT I - BREACH OF CONTRACT

- 20. Plaintiff and Defendant had agreed upon a disability insurance contract whereby in return for the payment of annual premiums, Defendant would pay to Plaintiff lifetime disability benefits.
- 21. When the annual payment became due the next year after the policy was originally purchased, Ms. Viano entered Plaintiff's office requesting the annual payment.

 Plaintiff wrote a check for the amount requested by Ms. Viano and, while handing it to Ms. Viano, Plaintiff briefly held onto the check and asked, "This is for a lifetime benefit, right?" Ms. Viano confirmed by stating, "Yes." Plaintiff then released his hold on the check, giving sole possession to Ms. Viano, thereby

- believing and confirming that he had a lifetime benefit.
- 22. Hence, Plaintiff believes he paid all premiums for a lifetime benefit when requested.
- 23. In August 2019, Defendant terminated the contract for lifetime benefits contrary to the agreement made with and confirmed by its agent, Ms. Viano.
- 24. Plaintiff has suffered damages in the form of unpaid benefits since the termination of the contract.

WHEREFORE, Plaintiff requests that a judgment be ordered requiring Defendant to pay all past due benefits, and such other benefits as may be appropriate, and reinstate his monthly benefit of \$5400 for his lifetime.

COUNT II - DECLARATORY AND INJUNCTIVE RELIEF

- 25. Paragraphs 1-24 are incorporated by reference.
- 26. Plaintiff continues to suffer ongoing damages not remediable by a simple award of monetary damages for past unpaid benefits, and will suffer irreparable harm if injunctive relief is not granted, i.e., the deprivation of bargained-for benefits for the remainder of his life. Accordingly, Plaintiff has no adequate remedy at law.
- 27. Plaintiff is entitled to declaratory relief stating that a contract for lifetime disability benefits exists between Plaintiff and Defendant, and ordering Defendant to reinstate his policy of lifetime disability benefits of \$5400 per month.

WHEREFORE, Plaintiff requests that this Court declare that the lifetime benefits Rider in the disability policy between Defendant and Plaintiff remains in effect and that Defendant reinstate the policy of lifetime disability benefits.

I swear that the above allegations are true to the best of my knowledge.

Date: 23 MAY 2024

Date: 5/31/24

Terry D. Altman

Mary A. Owens, P-33896

124 E. Fulton, Ste. 100

Grand Rapids, Michigan 49503

616-742-0431

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AUTHORIZATION PAGE

(Complete for all Plans)

I have applied for the following: (Check appropriate box or boxes)

DATE

F15E-860

Life Insurance
Disability Income

This Application includes any amendments. No agent may change the terms of this Application or any policy issued by the Company, and no agent may waive any of the Company's rights or requirements.

If a premium is paid with this Application, the Company's liability is stated in a Conditional Advance Premium Receipt. The applicant acknowledges receiving a copy of the receipt. The receipt must have the same number and date as this application. The amount paid must be shown below, otherwise, the Company has no liability under the receipt.

If the Company is not liable under a Conditional Advance Premium Receipt, I agree that any policy(ies) issued on this application shall take effect only if the first full premium is paid and such policy(ies) is issued and delivered to the owner; and all answers and statements in this application are true and complete to the best of my knowledge and belief as if made at the time of delivery. This paragraph shall be subject to the incontestability provision of any policy(ies) issued because of this application.

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A copy of this is as valid	gy the original. I have	the right to rece	ive a copy.)

Proposed Insured

Signature of

Proposed Insure

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TURN OVER TO COMPLETE

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K, IF SPLIT DOLLAR:			
Method:	Endorsement	OR	Collateral Assignment
Premium Split:	Standard	Uniform	☐ Poy-All Offset
Benefit:	Traditional	OR	Equity
	Owner name(s) and	relationship(s)	
3. SIGNA	ATURES of proposed	Insured and App	olicant are required
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Connecticut Mutual Life Insurance Company

Hartford, Connecticut . Since 1846

Insured TERRY D ALTMAN

4771170

Policy Number

We at Connecticut Mutual Life believe you should read your policy. We've written it in plain English so you'll understand its terms. We will, subject to these terms, pay the benefits to you if you become disabled after the effective date. This policy is a legal contract between the Policyowner and the

READ YOUR POLICY CAREFULLY

Benefits This Policy Provides

- · Income during total or residual disability
- · Rehabilitation benefit
- Premium waived during disability
- Dividends
- Conditional right to continue the policy to age 75

Your policy is issued in consideration of your application and premium payments. A copy of your application is attached and made a part of this policy.

We provide benefits for a loss arising from a sickness or disease that first appears (makes itself known) on or after the effective date and while this policy is in force. We also pro-vide benefits for a loss resulting from an accidental bodily in-jury that happens on or after the effective date.

Renewal Provision. We won't cancel this policy. Nor will we increase the premiums from those shown on the Coverage Page. As long as you pay premiums on time, we'll continue coverage until the Anniversary on or following your 65th birthday. You have the conditional right to continue this policy to age 75. This is fully explained in the Conditions For Continuing The Policy To Age 75 provision.

Policy Index PART 1 Definitions

PART 2 Disability benefits

PART 3 Premiums

PART 4 Claims

PART 5 Other benefits

PART 6 When you're not covered PART 7 General rules

Ten Day Right To Examine Policy. If for any reason you decide not to keep this policy, send it to us within 10 days after receiving it. Send it to our Home Office or to the agent when reld it was a Well and the reld it was a well as a sent to be reld it as a well as a sent to be reld it as a well as a sent to be reld it as a well as a sent to be reld it as a well as a sent to be reld it as a sent to be reld it as a sent to be reld in the relation to the sent to be relative. who sold it to you. We'll treat the policy as though it never had been issued. We'll refund any premium paid.

This policy is issued by Connecticut Mutual Life Insurance Company at our Home Office, 140 Garden Street, Hartford, Connecticut 06154 on the effective date.

DUPLICATE COPY

DUPLICATE COPY

Countersigned	
by	Licensed Resident Agent
0)	

DISABILITY INCOME POLICY

Noncancellable—Rates guaranteed Guaranteed continuable to age 65 Conditionally continuable to age 75-Subject to premium change Participating in dividends

PART 1-DEFINITIONS

In PART 1, we define several terms used in this policy.

Effective Date: The date that the policy is "in effect." Coverage starts on that date. An Anniversary falls each year on the same month and day as the effective date.

Waiting Period: The number of days immediately following the start of your disability. No benefits are provided during the waiting period. Your waiting period is shown on the Coverage Page.

Maximum Benefit Period: The maximum length of time we'll pay benefits, whether for total disability, residual disability or a combination of both.

Sickness: "A sickness or disease that first appears (makes itself known) on or after the effective date. It includes disability from transplant surgery and complications of pregnancy. It also includes disability from normal pregnancy or normal childbirth after you have been totally disabled for 90 days."

Injury: An accidental bodily injury that happens on or after the effective date.

Occupation: Your regular occupation at the start of disability.

Doctor: A licensed medical practitioner other than the insured.

Income: Gross earnings from any job or business. This doesn't include:

- Investment income.
- · Rent,
- · Royalties:
- Any amount which is deductible from gross income as a business expense for income tax purposes.

Predisability Income: Average monthly income for the last 12 months before the start of disability. Or the average for the last 24 months, if greater.

Current Income: Income for the month that a benefit is

Loss Of Income: Your predisability income minus your cur-

Proof Of insurability: Proof you give us, or that we might obtain, that you're an acceptable risk.

Assignment: Legal transfer of one's interest to another party.

Pre-existing Condition: Pre-existing condition means the existence of symptoms which would cause an ordinarily prudent person to seek diagnosts, care or treatment within a 5 year period preceding the effective date of coverage of the insured person or a condition for which medical advice or treatment was recommended by a physician or received from a physician within a 5 year period preceding the effective date of the coverage of the insured person.

Partial Disability: You're partially disabled if because of sickness or injury:

 You can do some, but not all, of the main duties of your occupation.

OR

 You can work at your occupation no more than ¼ the hours you worked before becoming disabled.

In either case you must be under a doctor's care.

PART 2-DISABILITY BENEFITS

In PART 2, we discuss the different kinds of disability covered and the benefits provided for each. We'll pay only one benefit at a time.

The Kinds Of Disability Covered

Total Disability. You're totally disabled if because of sickness or injury you can't do the main duties of your occupation. You must be under a doctor's care.

Residual Disability. You're residually disabled if because of sickness or injury:

you can do some, but not all, of the main duties of your occupation.

OR

 you can work at your occupation no more than ¼ of the hours you worked before becoming disabled.

In either case, you must be earning an income and have lost at least ¼ of your predisability income for each month you make a claim for residual disability. Also you must be under a doctor's care. If you are residually disabled you are also considered partially disabled.

Your residual disability benefit may be extended even after you are back to work full-time, if you continue to have an income loss. Through the sixth complete calendar month following your full recovery from a period of total and/or residual disability lasting one year or longer, you will continue to be considered residually disabled if you have lost at least ¼ of your predisability income. During this period we will waive the requirements that:

you can do some, but not all, of the main duties of your occupation.

OR

 you can work at your occupation no more than ¼ the hours you worked before becoming disabled.

Recurring Disability. This is a related disability that starts less than 6 months after a period of total or partial disability. We will treat the recurring disability as a continuation of the prior one. If the waiting period has already been satisfied, no new waiting period is required. If the waiting period has not been satisfied, periods of recurring disability may be accumulated to satisfy the waiting period.

(Example: Bob's policy has a one-month waiting period for total disability. He has a stomach ulcer attack and is totally disabled for more than one month. Two months after returning to work, Bob has a second stomach ulcer attack and is totally disabled again for 2 months. The second attack is treated as a continuation of the first. So, Bob will start to receive total disability benefits without another waiting period. Bob has now also satisfied 3 months toward the waiting period for residual disability.)

The Benefits Provided For Disability

Total Disability Benefit. You must be totally disabled and have been totally and/or partially disabled for the full waiting period. We'll pay the first monthly benefit one month after the waiting period ends. You'll get benefits as long as you're totally disabled. But we'll pay only up to the maximum benefit period. You won't get a larger benefit if you're disabled due to more than one cause.

Each monthly payment made during the first 12 months of total disability will equal your basic monthly benefit shown on the Coverage Page.

Afterwards your benefit will be based on your loss of income. Your monthly benefit payment will equal your basic monthly benefit multiplied by the ratio of your loss of income to your predisability income. Your loss of income is your predisability income your current income. If you have no current income or if your current income is less than 25% of your predisability income, your monthly benefit payment will equal your basic monthly benefit.

COVERAGE PAGE

INSURED TERRY DALTMAN

4771170 POLICY NUMBER

DISABILITY INCOME POLICY

DATE OF ISSUE JUN 10, 1988 DATE OF REISSUE AUG 09, 1988

AGE 35

EFFECTIVE DATE	COVERAGE	MONTHLY BENEFIT	WAITING PERIOD	MAXIMUM* BENEFIT PERIOD	ANNUAL PREMIUM	PAYABLE TO YEAR
AUG 9 1988	BASIC MONTHLY BENEFIT	\$5,400	180 DAYS	TO 65	\$1,380.40	2018
	ADDITIONAL BENEFITS -	- SEE ATTACHED	RIDERS FOR	DETAILS		
AUG 9 1988	SHORT TERM RIDER	\$5,400	60 DAYS	4 MOS	\$388.80	2018
AUG 9 1988	OWN OCCUPATION/ PRESUMPTIVE DIS RIDER	\$5,400			\$247.32	2018
YOUR MAXIM	UM MONTHLY BENEFIT IS \$5,400	тот	AL ANNUAL	PREMIUM	\$2,016.52	
		QI	UARTERLY P	REMIUM	\$534.28	

^{*}YOUR BENEFIT PERIOD FOR DISABILITY IS YOUR SPECIFIED BENEFIT PERIOD, BUT NOT BEYOND AUG 9 2019. HOWEVER, THE BENEFIT PERIOD FOR YOUR MONTHLY BENEFIT WILL BE AT LEAST 24 MONTHS.

YOUR PREMIUM IS BASED ON SMOKER RATES.

P5-NC-84

Page 5

(Example: You are disabled at age 45. Your current income is \$1,500 from a new occupation. Your predisability income is \$3,000. Your loss of income is \$1,500 (\$3,000 – \$1,500). The ratio of loss of income to predis-

ability income is \$1,500 or 1/2. Each monthly payment

made during the first 12 months of disability will equal your basic monthly benefit. Afterwards, your monthly benefit payment will be 1/2 of your basic monthly benefit.)

Residual Disability Benefit. You must be residually disabled and have been totally and/or partially disabled for 12 months, or the full waiting period if longer. We'll pay the first monthly benefit one month later. Payments will continue for as long as you're residually disabled. But, we'll only pay up to the maximum benefit period. We won't pay beyond the anniversary following your 65th birthday. The benefit is based on your loss of income as described in the "Total Disability Benefit" section. Except, your monthly benefit payment will equal your basic monthly benefit if your current income is less than 25% of your predisability income.

(Example: You were disabled at age 35: Your current income is \$1,000 from your occupation. Your predisability income was \$3,000. Your loss of income is \$2,000 (\$3,000 - \$1,000). The ratio of loss of income to predis-

ability income is \$2,000 or 3. Your monthly residual

disability benefit payment will be 3/rds of your basic monthly benefit.)

Special Disability Benefits

Rehabilitation Program Benefit. During any period in which you are receiving total or residual disability benefits, we'll also reimburse your expenses for taking part in a rehabilitation program we approve. We'll reimburse your expenses up to a maximum amount of 24 times your policy's maximum monthly benefit. This reimbursement will be in addition to your monthly disability benefit. We'll judge whether your continued participation would be worthwhile.

A rehabilitation program means:

- A recognized program operated by the Federal or State government.
- A formal program of rehabilitation at a licensed vocational school, business school or accredited college.
- . Any other planned program.

Reimbursement for your expenses is subject to our approval. Expenses mean the cost of tuition, books and equipment that you actually pay for and that are required for the program.

Adjustment To Predisability Income. The amount of predisability income will be adjusted after 12 consecutive months of disability. For each benefit year afterward that predisability income is used to determine your monthly benefit, we'll increase the predisability income figure used for the preceding year. We'll increase it by the same percentage that the Consumer Price Index rose during the preceding calendar year, or the percentage that your income rose during the same period, whichever is less. Except that the percentage will never be less than 5%. The CPI used will be the one used in adjusting Social Security Benefits. We'll ignore decreases in the CPI.

(Example: Ben's basic monthly benefit is \$2,200. He's been disabled for 12 consecutive months. His predisability income was \$4,000. Last year the CPI rose 6%. We now consider his predisability income to be \$4,240. His current income is \$1,500. His loss of income is \$2,740 (\$4,240 - \$1,500).

Ben's monthly benefit is \$2,200 $\times \frac{52,740}{54,240}$ or \$1,422.

Important: We did not increase Ben's monthly benefit by 6%. We increased his predisability income figure by 6%. If Ben has no current income, the predisability income won't be used to determine benefits. In this case there will be no adjustment.)

By increasing the predisability income, you may qualify for a larger disability benefit (up to the amount of your basic monthly benefit.) Once adjusted we will never let your predisability income decrease during that period of disability.

PART 3-PREMIUMS

The annual premium is shown on the Coverage Page. In PART 3 we tell how, when and where to pay premiums.

Premium Payments. Premiums are due in advance. The first is due on the effective date. Premiums after the first are due on the same day of the month as the effective date. Premiums may be paid annually. Or they may be paid more frequently as we allow. They must be paid to our Home Office or to one of our authorized agents.

Grace Period. Each premium after the first must be paid within 31 days after its due date. This 31 day period is called the "grace period." The policy will stay in effect during the grace period.

Changing When You Pay. You may request a change in the frequency of your payments on any Anniversary. This request must be in writing. Any change is subject to our approval.

Refund After Death. We'll refund any premium that was paid for coverage after the policy month in which you die. Our Home Office must first receive written notice of your death.

PART 4-CLAIMS

There are certain things you must do when making a claim. In PART 4, we discuss these requirements. We also discuss payment of claims.

How To Make A Claim

Notice Of Disability. Send a written notice of your disability to our Home Office or to one of our authorized agents. Send it within 20 days after the start of disability or as soon as reasonably possible. There's no required form.

Claim Forms. We'll then send you a claim form. If you don't receive one within 15 days after you sent notice, write us your own claim letter. Tell us what caused the disability. Describe your situation.

Required Proof. Whether on our claim form or your claim letter, send proof of your disability and any proof of reduced income that may be required. Send it to our Home Office as soon as possible. Required proof must also be received within 90 days of each monthly benefit payment claimed. If it's not possible to send it within 90 days, send it as soon as reasonably possible. Your claim won't be reduced because of the delay. But we won't accept proof of loss later than 1 year after itlwas due. We'll make an exception if you weren't then competent to make the claim.

We may require from time to time that you be examined by doctors we choose. We'll pay the cost. We may also require from time to time, satisfactory proof of your income before and during the disability. This may include, but is not limited to, copies of your W-2 form and/or income tax returns.

Payment Of Claims

When Benefits Are Paid. We'll pay benefits monthly.

Whom We'll Pay. We'll pay benefits to you. If you're a minor or not competent to give a release, we may pay up to \$1,000 to any relative of yours who we believe is entitled.

If you die, we'll pay your estate all amounts due prior to your death. But we may pay up to \$1,000 to any relative of yours who we believe is entitled.

Any payment we make in good faith will fully discharge us for that payment.

Part Payments. Let us know as soon as you've recovered. If you recover during a month, we'll send you a pro-rata payment for the part of the month you were disabled.

PART 5-OTHER BENEFITS

In PART 5, we discuss other benefits we provide.

Waiver Of Premiums. We'll waive all premiums that come due after you've been totally and/or partially disabled for 90 days from the same sickness or injury. You won't have to pay

Page

premiums that come due while you remain disabled. We won't waive premiums beyond the maximum benefit period. We'll refund any premium paid for a period up to 90 days before you qualify for this benefit.

We'll waive premiums for this policy and any attached riders.

We'll waive premiums on the payment mode in effect when you become disabled.

Dividends. Each year we determine how much can be paid as dividends on our policies. We call this "the divisible surplus." Then we figure how much of the divisible surplus can be paid as a dividend on all policies like yours.

We'll pay any dividends on the Anniversaries. We don't expect that there will be any before the second Anniversary.

We pay dividends in cash. But if you ask, we'll apply them toward premiums. Or, we'll accumulate them for you. We'll accumulate dividends at an interest rate of not less than 3% a year. We won't credit interest for any part of a year.

Payment Of Premiums By Accumulated Dividends. If you request it in the application, or in writing while this policy is premium paying, we'll automatically use accumulated dividends, if sufficient, to pay any premium in default. This also applies to the premium for any benefit rider attached to this policy.

Reinstating The Policy. The policy will end if premiums are not paid when due or within the grace period.

If we don't require an application and evidence of your good health, you may reinstate the policy (restore coverage) by paying the back premiums. Pay us or one of our authorized agents. The reinstatement date will be the date you pay the back premiums.

If we do require an application, you'll have to pay back premiums and provide evidence of your good health. Then the reinstatement date will be the date that we approve your application. If you aren't notified of either approval or disapproval, the policy will be reinstated 45 days after the date of your application.

The reinstated policy will cover injuries that occur after the reinstatement date. It will cover a sickness that first appears (makes itself known) more than 10 days after the reinstatement date.

After reinstatement, the terms of the policy and attached riders will be the same as before termination. Except for terms added in connection with reinstatement.

Conditions For Continuing The Policy To Age 75. This policy ends on the Anniversary on or following your 65th birthday. But you may continue it each year until the Anniversary on or following your 75th birthday. This is provided you stay actively and gainfully employed full time, at least 30 hours a week.

You must tell us within 30 days before or after each Anniversary on or after your 65th birthday if you want to continue your policy. We may ask for proof that you're employed.

If this policy is continued past age 65 we will not allow a waiting period longer than 180 days. The maximum benefit period will be 24 months. We'll base the annual premium on your age and occupation then. Rates will be those we're using at the time.

If your active and gainful employment stops after we've continued your policy, coverage will end on the date you stop working. We'll refund any premiums paid for coverage after that date.

PART 6-WHEN YOU'RE NOT COVERED

There are certain disabilities we don't cover. And there are times when we may suspend coverage. We discuss this in PART 6.

Disabilities Not Covered. We don't cover disability caused or contributed to by:

- · war (declared or not).
- normal pregnancy, except described in the definition of "Sickness."
- normal childbirth, except described in the definition of "Sickness."

Suspended Coverage While In Military. This policy will be suspended if and when you enter active military service. This applies to the military service of any country or international authority. This doesn't apply to active duty for training that lasts 90 days or less.

We'll refund that part of any premium paid for the suspended period.

If you're released from active duty within 5 years from the date you entered active military service, you may restore this policy. Make written application and pay the required premium within 90 days of your release from active duty. No proof of insurability is needed. Premiums will be at the same rates as if the policy hadn't been suspended.

The restored policy will cover only injuries that occur after the restoration date. Or sickness that first appears (makes itself known) more than 10 days after the restoration date.

The terms of the restored policy and riders will be the same as before suspension.

Pre-existing Conditions Limitations. A disability or loss caused by a pre-existing condition will be covered if the disability or loss commences 2 years after the effective date unless excluded by name or disease as provided in the contestable clause.

PART 7-GENERAL RULES

PART 7 contains general rules that apply.

The Owner. You (the insured) are the owner of this policy. The Entire Contract. The entire contract consists of: The policy. The application. Any attached riders, endorsements and other papers.

Changes. Any change must be approved by an officer of our company. You must sign any change that restricts your policy. The change must be attached to the policy. Our agents cannot make changes or waive any provision. We may charge for making a change.

Assignments Or Transfers. The benefits of this policy may be assigned. Any interest may be transferred. Our Home Office must receive written notice of the terms of the assignment or a copy of the assignment. If not, we won't take notice of the change. In any case, we won't be responsible for the validity of any assignment.

Contesting Your Policy. We may not contest this policy after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your policy or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

Legal Actions. You agree not to start a legal action to recover on this policy for 60 days after you've sent proof of your loss to us. No action may be brought later than 3 years after proof is required. We discuss required proof when making a claim in PART 4.

Misstating Your Age. You may have misstated your age in your application. If so, we'll change the benefit amounts. The change will be what your premiums would have bought if you had given your correct age.

But we'll only be required to make a refund if at your correct age we wouldn't have issued the policy at all. Or if at your correct age, coverage would have ended before we accepted the premium. The refund will only cover premiums you paid for coverage you won't receive. We'll deduct any amounts we've paid you.

State Laws. Any provision that, on the effective date, conflicts with state laws, where you reside, is changed to meet the minimum requirements of those laws.

SHORT TERM BENEFITS RIDER

This rider provides monthly total disability benefits for a short period. We discuss disability benefits in PART 2 of your policy. All definitions in your policy apply to this rider.

Premiums. This rider made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium and the effective date for this rider are shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

When We'll Pay Benefits. The monthly benefit under this rider is for total disability only. After you've been totally and/or partially disabled for the full rider waiting period shown on the current Coverage Page, we'll pay the benefit. The first benefit will be payable 1 month after the waiting period ends. During the first 12 months of total disability, we'll pay benefits as long as you're totally disabled. After the 12 months, we'll pay benefits only if you're totally disabled and have no current income from any occupation. We'll pay only up to the maximum benefit period.

Monthly Benefit. The amount of your monthly benefit is shown on the current Coverage Page.

Dividends. Each year we determine how much we can pay as dividends. We discuss how dividends are paid in the OTHER BENEFITS section of your policy. We use the same procedure to figure the dividends we'll pay on all riders like yours. Contesting Your Rider. We may not contest this rider after it has been in force 2 years during your lifetime. This excludes any period of disability related to a mis-representation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your rider or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

Misstating Your Age. You may have misstated your age in your application. If so, we'll change the benefit amounts. The change will be what your premiums would have bought if you had given your correct age.

Termination. This rider will end on the earliest of the following dates:

- · 31 days after the due date of any unpaid premium.
- as of the next premium due date upon your written request.
- · the Anniversary on or after your 65th birthday.
- · the date that your policy ends.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

DUPLICATE COPY

OWN OCCUPATION/PRESUMPTIVE TOTAL DISABILITY RIDER

This rider modifies your policy and certain riders that may be in force. The modifications are described below. All definitions in your policy apply to this rider. Payment under this rider will also be in lieu of any other Total Disability Benefit payments under your policy.

Modifications To Part 2 Of Your Policy.

The following provision is added to Part 2— "Disability Benefits" of your policy.

Presumptive Total Disability, If sickness or injury results in the total loss of sight, speech or hearing or the total loss of use of both hands, both feet, or one hand and one foot, it will be considered total disability while it continues. The requirement that you must be under a doctor's care will be waived.

The "Total Disability Benefit" provision Part 2— "Disability Benefits" is deleted. The following provision is added:

Total Disability Benefit, You must be totally and/or partially disabled for the full waiting period. We'll pay the first monthly benefit one month after the waiting period ends. Each monthly payment will equal your basic monthly benefit shown on the current Coverage Page. You'll get benefits as long as you're totally disabled. But we'll pay only up to the maximum benefit period. You won't get a larger benefit if you're disabled due to more than one cause.

The benefits under your policy and certain riders may be based on your loss of income. Your loss of income is your predisability income minus your current income from your occupation as defined in Part 1 of your policy. This definition will apply to your policy and your Social Security Supplement Rider and your Partial Disability Benefits Rider, If those riders are in force. The loss of income definition included in your policy will apply to your other riders as if this rider were not in force.

(Example: Your current income is \$1,000; your predisability income was \$3,000. Your loss of income is \$2,000. The ratio of loss of income to predisability income is \$2,000 or 35. Your monthly benefit will be 35 of the \$3,000.

amount shown on the coverage page.)

Modifications To Riders.

Your policy may also have a Cost Of Living rider in force. If it does, your benefit for total disability will be the greater of the benefit provided under the Cost Of Living rider and this rider.

Premiums. This rider is made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium and the effective date for this rider are shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

Dividends. Each year we determine how much we can pay as dividends. We discuss how dividends are paid in the "Other Benefits" section of your policy. We use the same procedure to figure the dividends we'll pay on all riders like yours.

Contesting Your Rider. We may not contest this rider after it has been in force for two years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your rider or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage, unless the condition was excluded from coverage by name or specific description.

Misstating Your Age. You may have misstated your age in your application. If so, we'll change the amount which we would otherwise pay under this rider. The change will be what your premiums would have bought if you had given your correct age.

Termination. This rider will end on the earliest of the following dates:

- 31 days after the due date of any unpaid premium.
- as of the next premium due date upon your written request.
- . the Anniversary on or after your 65th birthday.
- . the date that your policy ends.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

DUPLICATE COPY

8/5/11:

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	i.	JFE
	7. Amount	One Year Term Insurance with
2	Disability Waiver of Premium	Cash Value Option; or
	Accidental Death Benefit	☐ Face Amount Option; with
	(Total already in force)	☐ Balance—Additional Insurance
	☐ Insurability Rider	Balance—Accumulate
	☐ Children's Insurance Rider	☐ Balance—Apply on Premium
8	(Also submit Form 10G)	Payor Benefit Rider
8	Level Term Rider	D-Death only
ı	Decreasing Term Rider % years	DD—Death or Disability of Payor
2	☐ Spouse's Rider ☐ Paid-up Additional Insurance from	DDW—Death or Disability of Payor
3	Accumulated Dividends	and disability of insured at age 25
3	□ Business Plan%	Option 1
CHANGES/HIDERS	☐ Business Plan years	Option 2
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	Amount Benefin Waiting Period Period	☐ Extended Benefit Rider
	☐ Insurability Rider	☐ I Yeat
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	D Extended Term Rider	Lifetime Accident and Sickness
	☐ Short Term Rider	Change Benefit Period from
	□ Partial	Change Waiting Period from to
	COLA	Own Occupation Rider
	time in new position.	
	□ Extend Delivery Period □ Other	Reconsider Rating (If rating is for medical reasons, a non-medical Part 2 must accompa this request)
1	8. Have you within the past 3 years: Yes No	9A. Have you ever been recated for or had any Yes
	A. Flown as a pilot or student pilot, participated in any avocation such as motor vehicle racing or	known indication of alcoholism or drug use.
	in any avocation such as motor vehicle racing or	high blood pressure, diabetes, cancer or
_	scuba diving, or is any such activity contemplated?	disorder of the heart, lungs, liver, or kidneys?
	B. Been involved in a motor vehicle accident or Yes that ged with a moving violation of any motor vehicle law or had your license suspended?	B. Height S.ft. 9. in. Weight 180
-	C. What is your current occupation?	C. Have you smoked cigarettes within the last Yes 1
	STOCK BROKK	12 months?
-	D. Have you been actively at work on a full-time Yes- No	D. Have you within the past 5 years had any Yes 1
2	basis for the past 90 days?	mental or physical disorder, illness of surgery.
	E. Do you plan any foteign travel or residence? Tyes No	or been a patient in a hospital or other medical facility?
-	0. Personal Physician	7
	A. Name and address of your personal physician?	
	(It none, so state)	
	B. Date and reason last consulted?	and the supplied of the contraction of the supplied of the contract of the supplied of the sup
	C. What disprosis was made and what treatment prescribed?	entra National St.
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I hand	1. Has any insurance or annuity contract on your life terminated against any life insurance and/of annuity contract now in force lease explain all "yes" answers in this space. If medical, please ave read all statements and answers in this application and represent the belief, and agree that they shall be the basis of and a part of ave received a Notice of Insurance Information Practices. AUTHORIZATION TO RE Connecticut Mutter 140 Garden Street, Hastonize any of the following, licensed physician; health professing agent lith to give to Connecticut Mutual Life Insurance Company, C.M. Inpany or their reinsurers all such information. I permit Connecticut, a brief report of this information. 1. This information will be used to determine eligibility for life. All medical information may be released. This includes: med and treatment. 3. This release shall be valid for thirty (30) months from its date topy of this is a valid as the original. I have the right to receive	in the last six months? Do you plan to replace, change or bor e on your life? It so, submit required papers. Pres provide name and address of doctor or hospital. Ent that they are true and complete to the best of my knowledge of most of linearies artiford, CT 06115 LEASE INFORMATION 121 Companies artiford, CT 06115 123 Information of the change of me or of the complete of me or of the complete of me or of the companies artiford, CT 06115 124 Information CML Pension and Life to give to life or disability insurance company, and CML Pension and Life to give to life or disability insurance. 125 Insurance Company and CML Pension and Life to give to life or disability insurance. 126 Insurance Company and CML Pension and Life to give to life or disability insurance. 127 Insurance Company and CML Pension and Life to give to life or disability insurance. 138 Insurance Company and CML Pension and Life to give to life or disability insurance.

** MassMutual

March 22, 2023

MICHIGAN DPEARTMENT OF INSURANCE AND FINANCIAL SERVICES 530 W. ALLEGAN ST. 7TH FL. LANSING, MI 48933

ATTN: TACARRA SHELTON

Uploaded via email: sheltont@michigan.gov

Department File: 213154-001 Re:

Complainant:

Terry D Altman

Policy:

4771170

Policy Situs:

Michigan

Policyowner:

Terry D Altman

Company:

Massachusetts Mutual Life Insurance Company

Kenneth Taffe

Customer Relations Consultant Compliance & Ethics Department

Office: 800-487-7844, x41974

CustomerRelations@massmutual.com

1295 State Street, C410 Springfield, MA 01111-0001

Fax: 888-599-0010

(referred herein as "MassMutual")

NAIC #:

65935

Dear Ms. Shelton,

I am writing in response to your inquiry addressed to Timothy Finamore on March 20, 2023. In your inquiry, you requested MassMutual provide response to Mr. Altman's concerns regarding the Disability Income insurance policy and your department file number identified above. Additionally, you inquire if MassMutual notified Mr. Altman of the requirements needed to complete the underwriting process for adding the Lifetime Accident and Sickness rider to his policy.

In the complaint Mr. Altman submitted to your office, he reiterates allegations that Financial Professional, Sharon Viano, misrepresented his disability policy as having a lifetime benefit period. Additionally, Mr. Altman alleged he remitted payment for the lifetime benefit period to Ms. Viano. In consideration of his concern, Mr. Altman states "please reconsider your previous findings based upon these facts".

As you know correspondence communicating similar information contained in this response to your inquiry was previously provided to your office on January 18, 2023. In the event you have any questions or if you require a copy of the previous correspondence to your office, please feel free to contact me.

Thank you for the opportunity to address the concern raised by Mr. Altman. Please know, Ms. Viano is not an agent of MassMutual, she is an independent insurance broker and was so at the time of Mr. Altman's purchase. As such, she represents the policyowner. She does not represent MassMutual and we are not liable for her actions.

Turning to Mr. Altman's benefit period concern and your underwriting notification inquiry. Contrary to his assertion, there is no evidence to support the allegations conveyed in his correspondence to your office.

MassMutual records support Mr. Altman's completed application for disability insurance was signed and dated May 18, 1988. Mr. Altman's application denotes he elected a monthly disability benefit amount of \$5,400.00, waiting period of 180 days, and benefit period to age 65. In signing the application Mr. Altman affirmed all statements and answers are true, complete, and correctly recorded.

Mr. Altman's policy was issued on June 10, 1988. The Coverage Page of Mr. Altman's policy reflects his policy was issued in accordance with the application. Included as **Attachment A** is a copy of Mr. Altman's policy and application.

MassMutual records support a supplementary application dated August 9, 1988, was received. The supplementary application requested the Lifetime Accident and Sickness Rider (the "Rider") be added to the policy. This optional Rider provides a monthly benefit after the insured's age 65 if they are totally disabled before age 55. A Financial Report is required to amend the policy to include this rider. Please know, applying for the addition of the Rider does not guarantee approval.

As denoted on the supplementary application, the Rider is not in-force or binding until the application has been approved. In order to be considered for approval, all application requirements must be met. The application process requires Financial Professional involvement. As such, when there are outstanding requirements, MassMutual notifies the office of assigned Financial Professional, not the policyowner.

MassMutual records reflect we received a message from the office of the Financial Professional dated September 30, 1988. This message appears to be in response to the office of the Financial Professional being informed of the outstanding requirements as it states the office was "awaiting a new financial report from Mr. Altman. He is having a personal problem at the moment and the agent can't pin him down to write up the report".

Additionally, the message asks if the requirements for Rider approval can be remitted later, to which a reply of "yes" is noted. MassMutual records support no

subsequent requests to add the Rider to Mr. Altman's policy were ever received and Mr. Altman was never billed for the Rider. Included as **Attachment B** is a copy of the supplementary application and September 1988 message.

In completing my review, based on the above, MassMutual has administered Mr. Altman's policy in accordance with its terms. As Ms. Viano is an independent insurance broker, any concerns Mr. Altman may have with Ms. Viano's actions regarding this policy should be addressed directly with her as we are not her supervising broker/dealer.

In closing, I respectfully submit further consideration of Mr. Altman's request to change his benefit period to lifetime will not be undertaken by MassMutual.

Sincerely,

Kenneth Taffe

Kenneth Taffe

MESSAGE SERVICE

MSG NO: 740819

LN

08:19

88/09/30

TO: LYDIA ROCKHOLT

C224

NRR

FROM: CATHY MISENER

A001

RE MSG NO:

yes.

SUBJECT: TERRY D ALTMAN #22250

WE WERE AWAITING A NEW FINANCIAL REPORT FROM MR ALTMAN. HE IS HAVING A PERSONAL PROBLEM AT THE MOMENT AND THE AGENT CAN'T PIN HIM DOWN TO WRITE UP THAT REPORT. THE AGENT WANTS TO KNOW IF WE CAN REPORT THE CASE AS ORIGINALLY WRITTEN (THAT POLICY IS HERE IN MY HANDS) AND DO A POLICY CHANGE AT A LATER DATE. THE PERSONAL PROBLEM IS NOTHING TO BE CONCERNED ABOUT FROM AN UNDERWRITING STATUS. WE HAVE THE MONEY IN SUSPENSE TO REPORT. PLEASE ADVISE. THANKS.

Exhibit 5

ANN OF BORA



MassMutual 1295 State Street Springfield MA 01111-0001 www.MassMutual.com

July 25, 2023

B115
TERRY ALTMAN

FAIR HAVEN MI 48023

Re: Policy No(s). 4771170; Insured - Terry Altman

Thank you for your response.

I have reviewed your original file and it appears that an exception was made by the underwriter not to wait for financial documentation to approve and issue your policy. Unfortunately, I am not able to find any further information regarding this and I did not find copies of any financial documents.

I hope this addresses your concerns. If you have any questions, please contact our Service Center at **1-800-272-2216**. Representatives are available to help you Monday through Friday from 8 a.m. to 8 p.m., Eastern Time.

Sincerely,

Amy Riley

Amy Riley Policyholder Services Specialist Disability Income JUN 0 6 2024